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Suzanne Henderson

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**REVIVAL OF OIL, GAS AND MINERAL LEASE,
RATIFICATION OF UNIT DESIGNATION, AND
CONSENT TO POOL**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Revival of Oil, Gas and Mineral Lease

Kathy McCormick Flories ("Lessor"), whose address is 2204 Pembroke Drive, Fort Worth, Texas 76110, executed an Oil, Gas and Mineral Lease dated June 29, 2005, a memorandum which is recorded as Instrument Number D205188071 in the Official Public Records of Tarrant County, Texas (the memorandum and the lease are hereinafter collectively referred to as the "Lease"), in favor of Antero Resources I LP, covering the oil, gas and other mineral interests in 217.652 acres of land, more or less, being more particularly described in the Lease (the "Land").

XTO Energy Inc. ("Lessee") succeeded to the interest in the Lease formerly owned by Antero Resources I LP.

The primary term of the Lease may expire and a portion of the Land may no longer be subject to the Lease.

Lessor and Lessee hereby desire to extend the Lease, and in the event of the expiration of the Lease to revive the Lease under the same terms and conditions, as modified herein.

Now, therefore, Lessor and Lessee do hereby agree to extend, or if necessary, revive the Lease, effective the date of this instrument, under the same terms and conditions as provided in the Lease with the primary term extended or a new primary term expiring at 11:59 p.m. on March 31, 2009, with the agreement by and consent of Lessee and the modification of said Lease to contain and incorporate a duty of Lessee to, subject to the terms and conditions set forth below, drill at least two wells on or under said land, and Lessor further hereby leases, grants, demises and lets the Land unto Lessee, its successor and assigns, in accordance with all of the terms and provisions of the Lease, as modified by the extension of the primary term as herein provided.

D208419609

Ratification of Designation of Unit
(Corley Unit)

On May 23, 2008, Lessee, as an owner in and as operator of the applicable oil, gas and mineral leases, executed an instrument entitled Designation of Unit (Corley Unit) which was recorded as Instrument Number D208201241 in the Official Public Records of Tarrant County, Texas (the "Designation").

Lessor is an owner of a mineral interest in and under said Corley Unit.

Lessor has reviewed the Designation, and desires to ratify, confirm, and join the Designation for the purposes set forth therein.

Now, therefore, for and in consideration of the premises, Lessee hereby ratifies, confirms, and joins in the Designation for all purposes, as if Lessor had executed such instrument.

This Ratification shall be binding upon the Lessor, her successors and assigns from the effective date of the Designation until said Corley Unit is terminated.

Consent to Pool

Lessee desires to create a pooled unit consisting of no more than 444.16 acres called the Horseshoe Hills Unit, which will include all that portion of the Land which is not within the Corley Unit, and which acreage is generally depicted on attached Exhibit A and described on attached Exhibit B, and hereby desires the consent of Lessor to create such unit.

Notwithstanding the restrictive pooling limitations provided in Paragraph E of Exhibit B of the Lease or the pool all limitation provided in Paragraph Q of Exhibit B of the Lease, and for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Lessor does hereby consent to the pooling of that portion of the Land which is not pooled in the Corley Unit with the other lands and leases to create a pooled unit not to exceed 444.16 acres, more or less, as generally depicted on attached Exhibit A. The pooled unit may be re-formed or decreased in size by filing an appropriate instrument of record in the County in which the said pooled acreage is located so long as no portion of the Land is removed from said pooled unit, at any time and provided the pooled unit shall never exceed 444.16 acres without Lessor's prior written consent, which may be withheld for any reason.

As consideration for the above consent, Lessee hereby commits to drill a well in the Horseshoe Hills Unit on or before January 31, 2009 to the Barnett Shale formation and then take it horizontally not less than 1,000 feet in the Barnett Shale formation ("Initial Horseshoe Unit Well"). Lessee further agrees that if the first well drilled in the proposed Horseshoe Hills Unit produces an average of 1 million cubic feet of gas per day over the first 30 consecutive days of

full production, Lessee shall commence operations for and drill a second well attributable to the Horseshoe Unit within 12 months of the completion of the 30-day production test on the first unit well to the Barnett Shale Formation and take the well bore horizontally not less than 1,000 feet ("Second Horseshoe Unit Well"); provided, however, if the Initial Horseshoe Unit Well produces less than an average of 1 million cubic feet of gas per day over said 30 day period, Lessee shall not be obligated to drill a Second Horseshoe Unit Well in the proposed Horseshoe Hills Unit.

In the event Lessee fails to timely commence and drill the first Horseshoe Unit Well in accordance to this paragraph and/or Lessee fails to timely commence and drill the Second Horseshoe Unit Well, Lessee shall pay Lessor, as liquidated damages, \$100,000 for each such well not timely commenced and drilled as provided above. Lessee and Lessor agree that Lessor's damages, in the event of Lessee's breach of such obligation, are difficult or impossible to ascertain, and that otherwise obtaining an adequate remedy is inconvenient, and the liquidated damages provided for above is a reasonable approximation of the harm or loss for such breach

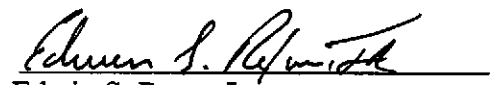
This instrument is executed and effective on this the 5 day of November, 2008.

LESSOR:


Kathy McCormick Flories

LESSEE:

XTO ENERGY INC.

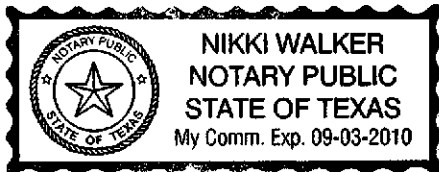

Edwin S. Ryan, Jr.,
Senior Vice-President—Land Administration



State of Texas

County of Tarrant

This instrument was acknowledged before me on the 5th day of November, 2008, by Kathy McCormick Flories.



Nikki Walker
Notary Public, State of Texas

State of Texas §

§

County of Tarrant §

This instrument was acknowledged before me on the 5th day of November, 2008, by Edwin S. Ryan, Jr., Senior Vice President--Land Administration for XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



Charla F. Wilkes
Notary Public, State of Texas

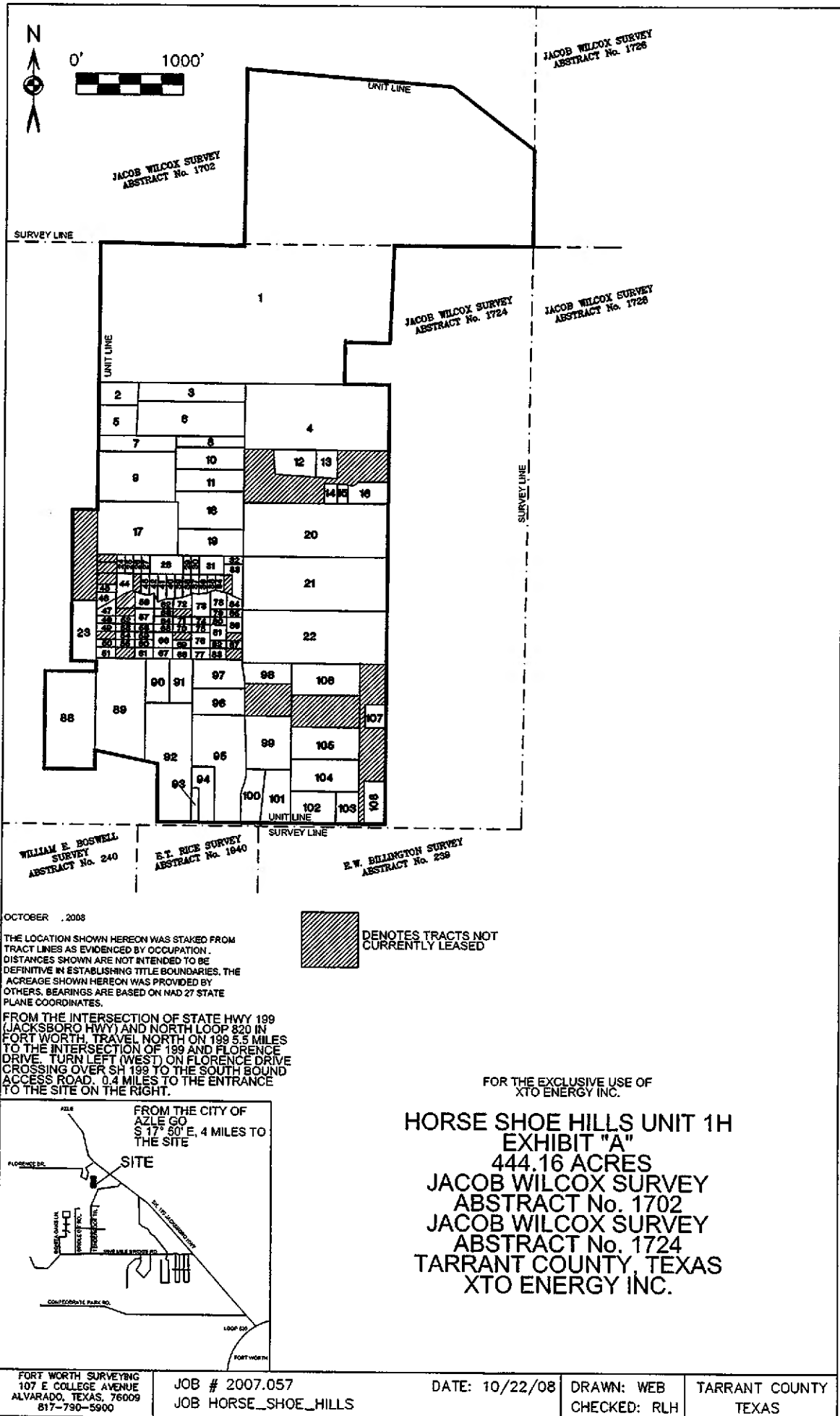


EXHIBIT "B"
HORSE SHOE HILLS UNIT
GAS LEASE AREA

BEING A 444.16 ACRE GAS LEASE AREA SITUATED IN THE JACOB WILCOX SURVEY, ABSTRACT No. 1702, AND THE JACOB WILCOX SURVEY, ABSTRACT No. 1724 OF TARRANT COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND FOR THE SOUTHEAST CONER OF THE AFOREMENTIONED 444.16 GAS LEASE AREA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 1.854 ACRE TRACT OF LAND IN DEED TO DON M. BROOM SR. AND DORIS A. BROOM AS RECORDED UNDER DOCUMENT NUMBER D194184413 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS, SAID POINT ALSO BEING NORTH 88 DEGREES 15 MINUTES 24 SECONDS WEST, A DISTANCE OF 1293.23 FEET FROM THE SOUTHEAST CORNER OF THE JACOB WILCOX SURVEY, ABSTRACT No. 1724;

THENCE N 89°50'05" W A DISTANCE OF 196.20', TO A POINT;

THENCE N 89°26'56" W A DISTANCE OF 49.90', TO A POINT;

THENCE N 89°45'23" W A DISTANCE OF 213.24', TO A POINT;

THENCE N 89°45'23" W A DISTANCE OF 425.26', TO A POINT;

THENCE N 89°45'23" W A DISTANCE OF 288.14', TO A POINT;

THENCE N 89°44'46" W A DISTANCE OF 185.00', TO A POINT;

THENCE N 89°45'16" W A DISTANCE OF 252.27', TO A POINT;

THENCE N 89°46'02" W A DISTANCE OF 150.23', TO A POINT;

THENCE N 89°46'02" W A DISTANCE OF 69.80', TO A POINT;

THENCE N 89°46'02" W A DISTANCE OF 320.88', TO A POINT;

THENCE N 00°00'00" E A DISTANCE OF 552.35', TO A POINT;

THENCE N 78°03'55" W A DISTANCE OF 123.19', TO A POINT;

THENCE N 78°03'55" W A DISTANCE OF 481.27', TO A POINT;

THENCE S 00°11'51" W A DISTANCE OF 182.24', TO A POINT;

THENCE N 89°43'38" W A DISTANCE OF 472.15', TO A POINT;

THENCE N 00°12'55" E A DISTANCE OF 934.81', TO A POINT;

THENCE S 89°43'24" E A DISTANCE OF 471.85', TO A POINT;

THENCE N 00°11'51" E A DISTANCE OF 98.50', TO A POINT;

THENCE N 89°41'56" W A DISTANCE OF 229.49', TO A POINT;

THENCE N 00°11'37" E A DISTANCE OF 581.08', TO A POINT;

THENCE N 00°11'37" E A DISTANCE OF 860.76', TO A POINT;

THENCE S 89°49'02" E A DISTANCE OF 229.59', TO A POINT;
THENCE N 00°11'51" E A DISTANCE OF 80.68', TO A POINT;
THENCE N 00°11'51" E A DISTANCE OF 474.92', TO A POINT;
THENCE N 00°11'51" E A DISTANCE OF 150.41', TO A POINT;
THENCE N 00°11'51" E A DISTANCE OF 289.58', TO A POINT;
THENCE N 00°11'51" E A DISTANCE OF 218.50', TO A POINT;
THENCE N 00°11'51" E A DISTANCE OF 1323.11', TO A POINT;
THENCE S 88°47'37" E A DISTANCE OF 1361.09', TO A POINT;
THENCE N 00°37'28" E A DISTANCE OF 1673.17', TO A POINT;
THENCE S 85°13'12" E A DISTANCE OF 1949.85', TO A POINT;
THENCE S 52°37'05" E A DISTANCE OF 972.64', TO A POINT;
THENCE S 00°20'33" W A DISTANCE OF 912.87', TO A POINT;
THENCE N 89°50'35" W A DISTANCE OF 1315.90', TO A POINT;
THENCE S 02°07'29" W A DISTANCE OF 918.37', TO A POINT;
THENCE N 89°18'37" W A DISTANCE OF 416.30', TO A POINT;
THENCE S 00°29'23" W A DISTANCE OF 399.61', TO A POINT;
THENCE S 89°51'56" E A DISTANCE OF 417.96', TO A POINT;
THENCE S 00°03'26" W A DISTANCE OF 631.62', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 293.92', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 210.40', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 508.80', TO A POINT;
THENCE S 00°15'52" W A DISTANCE OF 508.80', TO A POINT;
THENCE S 00°12'47" W A DISTANCE OF 506.36', TO A POINT;
THENCE S 00°05'55" W A DISTANCE OF 387.33', TO A POINT;
THENCE S 00°05'55" W A DISTANCE OF 222.01', TO A POINT;
THENCE S 00°06'07" W A DISTANCE OF 509.38', TO A POINT;
THENCE S 00°04'55" W A DISTANCE OF 101.80', TO A POINT;
THENCE S 00°05'55" W A DISTANCE OF 305.40', TO THE POINT OF BEGINNING
AND CONTAINING 444.16 ACRES OF LAND, MORE OR LESS.